

ADL 402294

RIGHT OF WAY LEASE FOR THE KUPARUK PIPELINE
BETWEEN
THE STATE OF ALASKA AND
KUPARUK PIPELINE COMPANY

RIGHT-OF-WAY LEASE FOR THE
KUPARUK PIPELINE

Offered by the COMMISSIONER OR HIS DESIGNEE of the Department of Natural Resources on behalf of the STATE of Alaska, having determined pursuant to AS 38.35.100 that a PIPELINE right-of-way lease may be offered to the applicant which applied on February 4, 1980, for a PIPELINE right-of-way lease across STATE LANDS under AS 38.35 for the Kuparuk PIPELINE, Namely:

KUPARUK PIPELINE COMPANY

RIGHT-OF-WAY LEASE FOR THE KUPARUK PIPELINE

This lease is entered into as of this 26th day of August, 1980 (hereinafter referred to as the "EFFECTIVE DATE"), by the STATE of Alaska (hereinafter referred to as the "STATE"), acting through the COMMISSIONER OR HIS DESIGNEE of Natural Resources (hereinafter referred to as the "COMMISSIONER OR HIS DESIGNEE"), and by the:

KUPARUK PIPELINE COMPANY

(hereinafter sometimes referred to as the "LESSEE" or the "COMPANY").

It is the intent of the parties that, in the performance of this Lease, the following principles shall apply:

(1) In the construction (including, but not limited to, design), operation, maintenance (including but not limited to a continuing and reasonable program of preventative maintenance) and termination of the PIPELINE, LESSEE shall employ the best practicable technology available and use all practicable means and measures to preserve and protect the environment, as provided in this lease.

(2) The parties shall protect environmental amenities and values within the practicable bounds of economic and technical feasibility and in accordance with applicable STATE policies. In so doing, the parties shall take into account, among other considerations, the following:

- (a) The benefit or detriment to persons, property and the environment that may be anticipated to result from a proposed course of conduct.
- (b) The particular environmental technical, and economic benefits or detriments reasonably expected to flow from a proposed course of conduct.

(3) LESSEE shall manage, supervise, and implement the construction, operation, maintenance, and termination of the PIPELINE in accordance with the best practicable engineering technology available, particularly with regard to permafrost and seismic areas, to the extent allowed by the STATE of the art and the development of technology. In the exercise of these functions, LESSEE consents and shall submit to such review, inspection, and compliance procedures relating to construction, operation, maintenance, and termination of the PIPELINE as are provided for in this Lease and other applicable authorizations.

1. GRANT OF RIGHT-OF-WAY

a. Pursuant to the provisions of AS 38.35, the Alaska Right-of-Way Leasing Act, as amended, and for and in consideration of the annual rental fee prescribed in Section 3 hereof and the covenants herein contained to be kept and performed on the part of the LESSEE and subject to the conditions and requirements herein contained, the STATE hereby grants to the LESSEE, for the period of limited duration prescribed in Section 2 hereof and for the purpose prescribed in Subsection "c" of this section, a right-of-way (hereinafter referred to as the "Right-of-Way") for a PIPELINE with its RELATED FACILITIES (such PIPELINE and RELATED FACILITIES being hereinafter referred to as the "PIPELINE SYSTEM"), the width and location thereof being subject to the provisions of Subsection "d" hereof, across, through and upon STATE LAND now owned (hereinafter sometimes referred to as "STATE LAND"), along the General Route of the PIPELINE shown in Exhibit "A" hereto and the Related Facility site location drawings attached hereto as Exhibit "B". The grant made hereby is for:

KUPARUK PIPELINE COMPANY

b. This grant is made subject to (i) all applicable laws and regulations of the STATE of Alaska, and (ii) any valid existing rights in the LANDS subject to the Right-of-Way.

c. (i) The Right-of-Way is granted for the purpose of the construction, operation, maintenance and termination of one (1) OIL transportation PIPELINE consisting of one (1) line of twenty-four inch diameter pipe and its RELATED FACILITIES. Except as provided in paragraph (ii) of this section, LESSEE shall not use the Right-of-Way or the land subject thereto for any other purpose and shall not locate or construct any other PIPELINES (including looping lines) or other improvements within the Right-of-Way without prior written approval of the COMMISSIONER OR HIS DESIGNEE. The PIPELINE shall be used for only the transportation of OIL, and it shall not be used for any other purpose without the prior written approval of the COMMISSIONER OR HIS DESIGNEE. The LESSEE shall-not allow or suffer any third person or other business entity to use the Right-of-Way for the purpose set forth in this section. Nothing in this subsection is intended to (1) excuse or preclude LESSEE from complying with their obligations under Section 4 of this Lease, or (2) preclude LESSEE from employing agents or contractors to effect construction, operation, maintenance or termination of all or any part of the PIPELINE.

d. (i) During construction of the 24 inch PIPELINE and prior to the execution of the release of interests in the Right-of-Way provided for in paragraph (ii) of this subsection, the width of the Right-of-Way shall be 450' feet, except that the dimensions of the Right-of-Way for RELATED FACILITIES shall be those more particularly set forth in Exhibit "B" hereof which are approved by the COMMISSIONER OR HIS DESIGNEE.

d. (ii) Within one year following the commissioning of the 24-inch PIPELINE, LESSEE shall execute and deliver to the STATE, a release of all interest in (1) those portions of the Right-of-Way for RELATED FACILITIES not required for operation and maintenance of the PIPELINE after construction, including all construction staging areas as described in Exhibit "B", and (2) those portions of the Right-of-Way exceeding 150 feet in width, except that at such locations where LESSEE has requested authority from the COMMISSIONER OR HIS DESIGNEE to retain a wider Right-of-Way and the COMMISSIONER OR HIS DESIGNEE has found and recorded the reasons for his finding that in his judgment a wider Right-of-Way is necessary to protect the environment or public safety, the width of the Right-of-Way which LESSEE retains may exceed 150 feet in width in accordance with the COMMISSIONER OR HIS DESIGNEE's finding.

e. Upon the release required by Subsection "d" of this section, LESSEE shall survey and provide adequate monumentation as the COMMISSIONER OR HIS DESIGNEE may require to locate and describe the Right-of-Way and the LESSEE shall file: (1) Proof of construction of the 24-inch PIPELINE in accordance with the provisions of this Lease and the applicable regulations of the Department of Natural Resources; and (ii) a map or maps or survey, approved by the COMMISSIONER OR HIS DESIGNEE showing the final "as built" location of the completed 24-inch PIPELINE, including the final locations of all buried and above ground improvements, the centerline of the Right-of-Way, as definitely located, and, referenced to the centerline, the boundaries of the Right-of-Way, as definitely located.

f. All construction activities within the Right-of-Way shall be limited to a construction zone approved by the COMMISSIONER OR HIS DESIGNEE in the applicable NOTICE TO PROCEED.

2. DURATION OF RIGHT-OF-WAY GRANT

a. The grant hereby made of the Right-of-Way shall come to an end and expire on the 2 May 2004, 12:00 noon (Alaska Standard Time) unless prior thereto it is released, abandoned, or otherwise terminated pursuant to the provisions of this Lease or of any applicable law or regulation.

b. Upon the expiration of the initial or any subsequent grant of the Right-of-Way, or its earlier relinquishment, abandonment, or other termination, the provisions of this Lease, to the extent applicable, shall continue in effect and shall be binding on the parties hereto, their successors or assigns, until they have fully performed their respective obligations and liabilities accruing before or on account of the expiration, or the prior termination, of the grant.

c. The COMMISSIONER OR HIS DESIGNEE shall upon request of the LESSEE renew the Lease for additional periods up to ten (10) years each, so long as the PIPELINE is in commercial operation and the LESSEE is in full compliance with STATE, Federal and local laws, including but not limited to STATE law pertaining to regulation and taxation of the PIPELINE SYSTEM.

d. Any subsequent conveyance, transfer or other disposition of any right, title, or interest in the STATE LAND or any part thereof, burdened by and subservient to this Lease, shall, to the extent allowed by law, be subject to the Right-of-Way and the provisions of this Lease, including LESSEE's right to renew the Lease under Subsection "c" of this section.

3. RENTAL

a. LESSEE shall pay to the STATE, annually and in advance, the fair market rental value of the Right-of-Way based on the appraised fair market value of the land.

b. The initial charge for the first year's rental shall be One Hundred Seventy-one Thousand One Hundred Twenty Dollars (\$171,120); however, this rental amount for subsequent years shall be adjusted based on a formal appraisal conducted on or before August 12, 1980.

c. The annual rental payment is subject to adjustment at five-year intervals and charges or adjustments shall be the reappraised fair market rental value of the land.

d. For the year in which portions of the Right-of-Way are released to the STATE pursuant to Section 1, Subsection "d", paragraph (ii) hereof, the STATE shall credit LESSEE against the payment of future rental for a portion of the rental paid to the STATE for that year, the amount of the credit to be the portion of rental paid for that year attributable to the LANDS so reconveyed to the STATE reduced prorata by the portion of the lease year which had elapsed.

4. COVENANTS BY LESSEE

LESSEE expressly covenants, in consideration of the rights acquired by it under this Right-of-Way Lease, that:

a. It shall assume the status and perform all of its functions undertaken by the Lease as a common carrier and accept, convey and transport without discrimination, CRUDE OIL delivered to it for transportation from fields in the vicinity of the PIPELINE throughout its route, on STATE LAND obtained under the Lease and on other land; LESSEE shall accept, convey and transport CRUDE OIL without unjust or unreasonable discrimination in favor of one producer or person, including itself, as against another, but will take the CRUDE OIL delivered or offered, without unreasonable discrimination, that the Alaska PIPELINE Commission shall, after a full hearing with due notice to be reasonable in the performance of its duties as a common carrier.

b. It will interchange CRUDE OIL with each like common carrier and provide connections and facilities for the interchange of CRUDE OIL at every locality reached by both PIPELINES when the necessity exists, subject to rates and regulations made by the appropriate STATE or Federal regulatory AGENCY.

c. It will maintain and preserve books, accounts and records and make those reports that the STATE may prescribe by regulation or law as necessary and appropriate for the purposes of administering AS 38.35.

d. It will accord at all reasonable times and places to the STATE and its authorized agents and auditors the right of access to its property and records, or inspection of its property, and of examination and copying of such records.

e. It will provide connections, as determined by the Alaska PIPELINE Commission, under AS 42.06.342, to facilities on the PIPELINE subject to the Lease, on STATE LAND, for the purpose of delivering CRUDE OIL to persons (including the STATE and its political subdivisions) contracting for the purchase at wholesale of CRUDE OIL transported by the PIPELINE when required by the public interest.

f. It shall, notwithstanding any other provisions, provide connections and interchange facilities at STATE expense at such places the STATE considers necessary, if the STATE determines to take a portion of its royalty or taxes in OIL.

g. It will construct and operate the PIPELINE in accordance with applicable STATE laws and lawful regulations and orders of the Alaska PIPELINE Commission.

h. It will, at its own expense, during the term of this Lease:

- (1) maintain the leasehold and PIPELINE in good repair;
- (2) promptly repair or remedy any damage to the leasehold; and
- (3) promptly compensate for any damage to or destruction of property for which the LESSEE is liable resulting from damage to or destruction of the leasehold or PIPELINE.

i. It will not transfer, assign, or dispose of in any manner, directly or indirectly, or by transfer of control of the carrier corporation, its interest in a Right-of-Way Lease, or any rights under this Lease or the PIPELINE SYSTEM subject to this Lease to any person (including subsidiaries, parents, and affiliates of the owners), except to the extent that the COMMISSIONER OR HIS DESIGNEE, after consideration of the protection of the public interest (including whether the proposed transferee is fit, willing and able to perform the transportation or other acts proposed in a manner that will reasonably protect the lives, property and general welfare of the people of Alaska), authorizes. The COMMISSIONER OR HIS DESIGNEE shall not unreasonably withhold his consent to the transfer, assignment or disposal.

j. It will file with the COMMISSIONER OR HIS DESIGNEE a written appointment of a named permanent resident of the STATE to be its registered agent in the STATE and to receive service of notices, regulations, decisions and orders of the COMMISSIONER OR HIS DESIGNEE; if it fails to appoint an agent for service, service may be made upon the LESSEE by posting a copy in the office of the COMMISSIONER OR HIS DESIGNEE and filing a copy of it in the office of the Lieutenant Governor and by mailing a copy to the LESSEE's last known address.

k. The applicable law of the STATE of Alaska will be used in resolving questions of interpretation of the Lease.

l. The granting of the Right-of-Way Lease is subject to the express condition that the exercise of the rights and privileges granted under the Lease will not unduly interfere with the management, administration, or disposal by the STATE of the land affected by the Lease, and that the LESSEE agrees and consents to the occupancy and use by the STATE, its grantees, permittees, or other LESSEES of any part of the Right-of-Way not actually occupied or required by the PIPELINE for the full and safe utilization of the PIPELINE, for necessary operations incident to land management, administration, or disposal.

m. It will be liable to the STATE for damages or injury incurred by the STATE caused by the construction, operation or maintenance of the PIPELINE and it will indemnify the STATE for the liabilities or damages.

n. It will procure and furnish liability and property damage insurance from a Company licensed to do business in the STATE, or furnish other security or undertaking upon the terms and conditions the COMMISSIONER OR HIS DESIGNEE considers necessary if the COMMISSIONER OR HIS DESIGNEE finds that the net assets of the LESSEE are insufficient to protect the public from damage for which the LESSEE may be liable arising out of the construction or operation of the PIPELINE SYSTEM.

5. GUARANTY

a. If the COMMISSIONER OR HIS DESIGNEE finds that the net assets of the LESSEE are insufficient to protect the public from damage for which the LESSEE may be liable arising out of the construction or operation of the PIPELINE, the COMMISSIONER OR HIS DESIGNEE may require such LESSEE to deliver to the COMMISSIONER OR HIS DESIGNEE a valid and unconditional guaranty of the full and timely payment of all liabilities and obligations of the LESSEE to the STATE under or in connection with the Lease.

b. It is recognized that a proposed guarantor of the LESSEE may be a corporation (or an individual stockholder thereof), a partnership (or an individual partner thereof), an association that is authorized and empowered to sue and be sued and to hold the title to property in its own name (or an individual associate thereof), a joint stock Company that is authorized and empowered to sue and be sued and to hold the title to property in its own name (or any individual participant therein), or a business trust (or any individual settlor thereof), and may or may not directly or indirectly own a legal or beneficial interest in the LESSEE whose liabilities and obligations are sought to be guaranteed. In the case of multiple guarantors that are acceptable to the COMMISSIONER OR HIS DESIGNEE each shall be severally liable for only its proportionate share of any sum or payment covered by the guaranty.

c. Each guaranty shall be satisfactory to the COMMISSIONER OR HIS DESIGNEE in all respects including, without limitation, the form and substance of the

guaranty, the financial capability of a proposed guarantor, the availability of such guarantor to service of process, the availability of the assets of such guarantor with respect to the enforcement of judgments against the guarantor, and the number of guarantors that will be necessary to guarantee all of the liabilities and obligations which will be covered by a particular guaranty; provided, however, that the COMMISSIONER OR HIS DESIGNEE shall not unreasonably withhold his approval with respect to a guaranty or guarantor.

d. The COMMISSIONER OR HIS DESIGNEE shall have the right at any time, and from time to time, to require the substitution and delivery of a new form of guaranty in the event that either an outstanding guaranty is held to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or that the controlling law is, by statute or judicial decision, so altered as to impair, prevent or nullify the enforcement or exercise of any right or option of the STATE under an outstanding guaranty; provided, however, that the outstanding guaranty (to the extent of its validity or enforceability, if any) shall continue in full force and effect with respect to any claim, suit, accrued liability or defense there under that exists at the time of substitution.

e. Each guaranty shall be accompanied by such certificates and opinions of legal counsel as the COMMISSIONER OR HIS DESIGNEE may require to establish its validity. The guaranty shall include an appointment of an agent for service of process that is satisfactory to the COMMISSIONER OR HIS DESIGNEE.

6. CONSTRUCTION PLANS AND QUALITY ASSURANCE

a. With respect to any given CONSTRUCTION SEGMENT, the LESSEE shall submit construction (including design) plans, a quality assurance program, and other related documents as required by the COMMISSIONER OR HIS DESIGNEE and through the stipulations attached hereto as Exhibit "C" for review and approval by the COMMISSIONER OR HIS DESIGNEE prior to the issuing of NOTICES TO PROCEED.

7. RESERVATION OF CERTAIN RIGHTS TO THE STATE

a. The STATE reserves and shall have a continuing and reasonable right of access to any part of the LANDS (including the subsurface of, and the air space above, such LANDS) that are subject to this Lease, and a continuing and reasonable right of physical entry to any part of the PIPELINE Right-of-Way, for inspection or monitoring purposes and for any other purpose or reason that is reasonably consistent with any right or obligation of the STATE under any law or regulation, this Lease, or any other agreement, permit or authorization relating in whole or in part to all or any part of the PIPELINE.

b. The right of access and entry reserved in Subsection "a" of this section shall extend to and be enjoyed by any contractor of the STATE, any subcontractors (at any tier) of the contractor and their respective agents and employees, as well as such other persons as may be designated from time to time in writing by the COMMISSIONER OR HIS DESIGNEE.

c. Pursuant to AS 38.05.125, the STATE reserves rights as follows:

"The STATE expressly saves, and reserves out of the grant hereby made, unto itself, its LESSEEs, successors, and assigns forever, all OILs, gases, coal, ores, minerals, fissionable materials, and fossils of every name, kind or description, and which may be in or upon said LANDS above described, or any part thereof, and the right to explore the same for such OILs, gases, coal, ores, minerals, fissionable materials, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, its LESSEEs, successors, and assigns forever, the right to enter by itself, its or their agents, attorneys, and servants upon said LANDS, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling, and working mines or wells on these or other LANDS and taking out and removing there from all such OILs, gases, coal, ores, minerals, fissionable materials and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its LESSEEs, successors, and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect construct, maintain, and use all such buildings, machinery, ROADS, PIPELINES, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said LANDS or any part thereof for the foregoing purposes and to occupy as much of such LANDS as may be necessary or convenient for such purposes hereby expressly reserving to itself, its LESSEEs, successors, and assigns, as aforesaid, generally all rights and power in, to, and over such land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved."

d. There is reserved to the STATE the right to grant additional permits or easements for rights-of-way or other uses to third parties for compatible uses on, or adjacent to, the LANDS subject to the Right-of-Way; provided that such grant shall not unreasonably interfere with the rights under this Lease. Before the STATE grants an additional right-of-way permit or easement for a compatible use, the STATE will notify LESSEE of its intentions and shall consult with LESSEE before taking final action in that regard.

8. REIMBURSEMENT OF STATE EXPENSES

a. LESSEE shall reimburse the STATE for all reasonable costs incurred by the STATE in monitoring construction (including but not limited to design review) and termination of all or any part of the PIPELINE SYSTEM. The COMMISSIONER OR HIS DESIGNEE shall administer this lease to reasonably assure that unnecessary employment of personnel and needless expenditure of funds are avoided.

b. Reimbursement provided for in this section and in Section 9 hereof shall be made for each quarter ending on the last day of March, June, September, and December. On or before the sixtieth (60th) day after the close of each quarter, the COMMISSIONER OR HIS DESIGNEE shall submit to LESSEE a written Statement of any costs incurred by the STATE during that quarter which are reimbursable. This Statement may be supplemented within sixty (60) days after the end of a fiscal year for costs incurred in that year but by excusable neglect not previously submitted.

c. LESSEE shall have the right to conduct, at its own expense, reasonable audits by auditors or accountants designated by LESSEE of the books, records and documents of the STATE relating to the items on any particular Statement that shall be submitted in accordance with the procedure outlined in Subsection "b" of this section, at the places where such books, records and documents are usually maintained and at reasonable times; provided, however, that written notice of a desire to conduct such an audit must be given to the COMMISSIONER OR HIS DESIGNEE (1) at least fifteen (15) days prior to such audit, and (2) by not later than the one hundred and eightieth (180) day after the close of the quarter for which the books, records and documents are sought to be audited; and provided, further, that any such audits shall be completed within two (2) years after receipt by LESSEE of the Statement containing the items to be audited.

d. Nothing herein shall require the STATE to maintain books, records or documents other than those usually maintained by it, provided such books, records and documents reasonably segregate and identify the costs for which reimbursement is required by this section. Such books, records and documents shall be preserved or caused to be preserved for a period of at least two (2) years after the STATE submits a Statement for reimbursement based on such books, records and documents. The auditors or accountants designated by LESSEE shall have reasonable access to, and the right to copy, at their expense, all such books, records and documents.

e. LESSEE shall pay to the STATE the total amount shown on each Statement by not later than the ninetieth (90th) day following the close of the quarter to which the Statement relates; provided, however, that if the LESSEE decides to dispute any item of a Statement for reimbursement, LESSEE on or before the date on which the Statement is due and payable, shall give the COMMISSIONER OR HIS DESIGNEE written notice of each item that is disputed, accompanied by a detailed explanation of their objection, or written notice of each item to be audited, and shall pay the STATE those amounts for the items that are not disputed or are not to be audited. LESSEE shall give the COMMISSIONER OR HIS DESIGNEE prompt written notice of the completion of the audit of all items of a Statement being audited. On a date fixed by the COMMISSIONER OR HIS DESIGNEE but not more than thirty (30) days after notice of a disputed Statement or after notice of the completion of the audit, the COMMISSIONER OR HIS DESIGNEE and the LESSEE shall meet to discuss and attempt to resolve, all items which are disputed or which have not been resolved by the audit. Any items resolved as being payable to the STATE shall be paid within thirty (30) days after being resolved, together with interest thereon, up to the date of payment at a total annual percentage rate equal to the discount rate of the Federal Reserve Banks for District Twelve (San Francisco) in effect on the original due date of the Statement.

f. In addition to the right to audit quarterly Statements as provided in Subsection "c" of this section, if LESSEE believes that unnecessary employment of personnel or needless expenditure of funds has occurred or is likely to occur, LESSEE may request the approval of the COMMISSIONER OR HIS DESIGNEE for LESSEE to conduct promptly, and at their own expense, a full and complete audit by auditors or accountants designated by LESSEE of the books, records and documents to be audited at the location they are usually maintained and at reasonable times. Such requests shall be in writing, shall

specify the matters to be audited and shall STATE the information available to LESSEE upon which the request is based. The COMMISSIONER OR HIS DESIGNEE shall approve or deny such requests promptly, and approval of any such request shall not be unreasonably withheld. Any complaint which LESSEE may have as a result of such audit shall be made to the COMMISSIONER OR HIS DESIGNEE and shall be governed by the procedure set forth in Subsection "e" of this section to the extent applicable.

9. RIGHT OF THE STATE TO PERFORM

a. If, after thirty (30) days, or in emergencies such shorter periods as shall not be unreasonable, following the making of a demand therefore by the COMMISSIONER OR HIS DESIGNEE in the manner provided for giving written notices, LESSEE or its respective agents, employees, contractors or subcontractors (at any tier), shall fail or refuse to perform any action required by this Lease or by the PIPELINE COORDINATOR under this Lease, the STATE shall have the right, but not the obligation, to perform any or all of such actions at the sole expense of LESSEE. Prior to delivery of any such demand, the PIPELINE COORDINATOR shall confer with the LESSEE, if practicable to do so regarding the required action or actions that are included in the demand. The PIPELINE COORDINATOR shall submit to LESSEE a Statement of the expenses reasonably incurred by the STATE during the preceding quarter in the performance by the STATE of any required action and the amount shown to be due on each such Statement shall be paid by LESSEE. PIPELINE COORDINATOR'S office shall submit a Statement which outlines the reasonable costs.

10. DUTY OF LESSEE TO PREVENT OR ABATE

a. LESSEE shall prevent or, if the procedure, activity, event or condition already exists or has occurred, shall abate, as completely as practicable, using the best practicable technology available, any physical or mechanical procedure, activity, event or condition, existing or occurring at any time (1) that is susceptible to prevention or abatement; (2) that arises out of, or could affect adversely, the construction, operation, maintenance or termination of all or any part of the PIPELINE; and (3) that causes or threatens to cause (a) a hazard to the safety of workers or to the public health or safety (including but not limited to personal injury or loss of life with respect to any person or persons) or (b) serious harm or damage to the environment (including but not limited to water and air quality, areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource).

b. LESSEE shall cause its respective agents, employees, contractors and subcontractors (at any tier) to observe and comply with the foregoing provisions of this section.

11. COMPLIANCE WITH NOTICES TO PROCEED

All construction of the PIPELINE on STATE LAND undertaken by LESSEE shall comply in all respects with the provisions of NOTICE TO PROCEED that are issued by the COMMISSIONER OR HIS DESIGNEE.

12. TEMPORARY SUSPENSION ORDERS OF THE COMMISSIONER OR HIS DESIGNEE

a. The COMMISSIONER OR HIS DESIGNEE may at any time order the temporary suspension of any or all construction, operation, maintenance or termination activities of LESSEE, its agents, employees, contractors or subcontractors (at any tier) in connection with the PIPELINE, if

(i) an immediate temporary suspension of such activities is necessary to protect (A) public health or safety (including, but not limited to, personal injury or loss of life with respect to any Person or Persons), or (B) the environment from immediate, serious and irreparable harm or damage (including, but not limited to, harm or damage to water and air quality, areas of vegetation, fish or other wildlife populations, or their habitats, or any other natural resource); or

(ii) LESSEE, its respective agents, employees, contractors or subcontractors (at any tier) are failing or refusing, or have failed or refused, to comply with or observe (A) any provision of this Lease necessary to protect public health, safety or the environment, or (B) any order of the COMMISSIONER OR HIS DESIGNEE or the PIPELINE COORDINATOR implementing any such provisions of this Lease or of any agreement, permit or authorization that shall have been duly approved, issued or granted by the COMMISSIONER OR HIS DESIGNEE or the PIPELINE COORDINATOR in connection with all or any part of the PIPELINE.

b. In the event a temporary suspension order is issued with respect to construction activities of the PIPELINE or the PIPELINE SYSTEM, the order shall be issued by the COMMISSIONER OR HIS DESIGNEE at the site of an activity to a field representative of the Company and shall specify:

(1) the specific construction activity or activities which must be stopped;

(2) the reason for issuance of the order, including a description of the serious and immediate problem which requires the cessation of a particular construction activity;

(3) the name of the designated field representative of the COMMISSIONER OR HIS DESIGNEE issuing the order;

(4) the name of the designated field representative of the Company to whom the order is issued;

(5) the time and date of the order, and the site of the construction activity at which it is issued.

c. The COMMISSIONER OR HIS DESIGNEE shall give LESSEE prior notice of any temporary suspension order, as he deems practicable. If circumstances permit,

the COMMISSIONER OR HIS DESIGNEE shall discuss with LESSEE prior to issuing the order, appropriate measures to (i) forthwith abate or avoid the harm or threatened harm that is the reason for the issuance of the order or (ii) effect compliance with the provision or order, whichever is applicable.

d. After a temporary suspension order has been given by the COMMISSIONER OR HIS DESIGNEE, LESSEE shall promptly comply with all of the provisions of the order and shall not resume any activity suspended or curtailed thereby except as provided in this Lease or pursuant to court order.

e. Any temporary suspension order which, in an emergency, is given orally shall be confirmed in writing. Each written order or written confirmation of an order shall set forth the reasons for the suspension. Each temporary suspension order shall be limited, insofar as is practicable, to the particular area or activity that is or may be affected by the activities or conditions that are the basis of the order. Each order shall be effective as of the date and time given, unless it specifies otherwise. Each order shall remain in full force and effect until modified or revoked in writing by the COMMISSIONER OR HIS DESIGNEE.

f. Resumption of any suspended activity shall be promptly authorized by the COMMISSIONER OR HIS DESIGNEE in writing when he is satisfied that (i) the harm or threatened harm has been abated or remedied, or (ii) LESSEE has effected, or is ready, willing and able to effect compliance with the provision or order, whichever is applicable.

g. Any temporary suspension order that is given or issued in accordance with this section shall be subject to the provisions of Section 14.

13. REQUESTS TO RESUME

a. If by a temporary suspension order issued pursuant to Section 12 of this Lease, the COMMISSIONER OR HIS DESIGNEE has ordered the suspension of an activity of LESSEE, LESSEE may at any time thereafter file with the COMMISSIONER OR HIS DESIGNEE a request for permission to resume that activity on the ground that the reason for the suspension no longer exists. The request shall contain a Statement, under oath, of the facts, which in LESSEE's view support the propriety of resumption.

b. The COMMISSIONER OR HIS DESIGNEE shall render a decision, either granting or denying the request, within three (3) days of the date that the request was filed with him. If the COMMISSIONER OR HIS DESIGNEE does not render a decision within that time, the request shall be considered denied and the LESSEE may appeal to the COMMISSIONER OR HIS DESIGNEE as provided in Section 14.

14. APPEAL PROCEDURE

a. Appeals from Temporary Suspension Orders of the COMMISSIONER OR HIS DESIGNEE; Appeals from Denials of Resumption of Suspended Activities:

(i) LESSEE may appeal directly to the COMMISSIONER or his

Designee for review of (A) any temporary suspension order issued by the COMMISSIONER OR HIS DESIGNEE pursuant to Section 12 of this Lease; and (B) any denial by the COMMISSIONER OR HIS DESIGNEE of a request for resumption of activities suspended pursuant to such temporary suspension order. LESSEE shall file a notice of appeal for review promptly after the effective date of the order or denial being appealed. The notice shall set forth with particularity the order or denial being appealed. To perfect an appeal, the LESSEE shall promptly file with the COMMISSIONER OR HIS DESIGNEE a Statement of facts and the law as LESSEE may wish to present to justify modification or reversal of the order or denial. All Statements of facts shall be under oath.

(ii) Except as provided herinafter in this section, the COMMISSIONER OR HIS DESIGNEE shall decide the appeal within ten (10) days from the date the COMMISSIONER OR HIS DESIGNEE receives notice from LESSEE that all Statements for review have been submitted. If the COMMISSIONER OR HIS DESIGNEE does not render a decision within that time, the appeal shall be considered to have been denied by the COMMISSIONER OR HIS DESIGNEE, and such denial shall constitute the final administrative decision of the COMMISSIONER OR HIS DESIGNEE.

(iii) Any decisions of the COMMISSIONER OR HIS DESIGNEE as to any matter arising out of the Lease shall constitute the final administrative decision of the COMMISSIONER OR HIS DESIGNEE.

b. Appeals with Respect to NOTICES TO PROCEED:

(i) LESSEE may appeal to the COMMISSIONER OR HIS DESIGNEE if, with respect to a particular application for a NOTICE TO PROCEED (A) the COMMISSIONER OR HIS DESIGNEE has refused to issue the NOTICE TO PROCEED within the time prescribed pursuant to the Stipulation or (B) the COMMISSIONER OR HIS DESIGNEE has issued a NOTICE TO PROCEED not substantially in accord with the application therefore. If the COMMISSIONER OR HIS DESIGNEE has not acted within the prescribed time to either issue or deny the issuance of the NOTICE TO PROCEED, such failure to act shall be deemed to be a refusal by the COMMISSIONER OR HIS DESIGNEE to issue the NOTICE TO PROCEED.

(ii) The ground or grounds for such an appeal shall be one or more of the following:

(A) The COMMISSIONER OR HIS DESIGNEE has construed the applicable Stipulations erroneously; or

(B) The COMMISSIONER OR HIS DESIGNEE has imposed arbitrary and capricious requirements to enforce the Stipulations; or

(C) LESSEE has made a bona fide effort to meet the

requirements of the COMMISSIONER OR HIS DESIGNEE, but with the best practicable technology available, are unable to comply; or

(D) By failing to act upon the requested NOTICE TO PROCEED within the prescribed time, the COMMISSIONER OR HIS DESIGNEE has been unreasonable.

(iii) Each appeal under this subsection shall be subject to the appeal procedure set forth in a. of this section.

c. As to any other matter relating to construction upon which a decision of the COMMISSIONER OR HIS DESIGNEE is required under this Lease, the failure of the COMMISSIONER OR HIS DESIGNEE to render a decision within ten (10) days after receiving a request for a decision from the LESSEE shall constitute a denial of that request and shall constitute the final administrative decision of the COMMISSIONER OR HIS DESIGNEE.

d. As to matters not covered by Subsections "a", "b", and "c" of this section upon which a decision of the COMMISSIONER OR HIS DESIGNEE is required under this Lease, the failure of the COMMISSIONER OR HIS DESIGNEE to reach a decision within thirty (30) days after receiving a request for a decision from the LESSEE shall constitute a denial of that request and shall constitute the final administrative decision of the COMMISSIONER OR HIS DESIGNEE.

15. LIABILITY OF THE STATE

LESSEE agrees that neither the STATE nor any of its officials, employees, agents or contractors shall be liable for money damages for any loss caused by LESSEE, its agents or contractors, by reason of decisions made in respect to the application and administration of this Lease; provided, however, this Lease shall not be interpreted to excuse the STATE, its officials, employees, agents or contractors from liability for damages or injuries resulting from other acts which are acts of gross negligence or acts of willful misconduct.

16. RELEASE OF RIGHT-OF-WAY

a. In connection with the relinquishment, abandonment, or other termination before the expiration of the grant of the Right-of-Way, of any right or interest in the Right-of-Way, and/or in the use of all or any part of the LANDS subject to the Right-of-Way, the LESSEE holding such right or interest shall promptly execute and deliver to the STATE, through the COMMISSIONER OR HIS DESIGNEE, a valid instrument of release in recordable form, which shall be executed and acknowledged with the same formalities as a deed. The instrument of release shall contain, among other things, appropriate recitals, a description of the pertinent rights and interests, and for the benefit of the STATE and its grantees or assigns, express representations and warranties by the LESSEE that it is the sole owner and holder of the rights or interests described therein and that such right or interest is free of all liens, equities or claims of any kind requiring or, that may require the consent of a

third party, claiming in whole or in part by, through or under the LESSEE, for the valid release or extinguishment thereof, except for such that are owned or claimed by third parties which have joined in the execution of the release. The form and substantive content of each instrument of release shall be approved by the COMMISSIONER OR HIS DESIGNEE, but except as otherwise expressly provided for in this subsection, in no event shall any such instrument operate to increase the then-existing liabilities and obligations of the LESSEE furnishing the release.

b. Each release shall be accompanied by such resolutions and certifications as the COMMISSIONER OR HIS DESIGNEE may require in connection with the power or the authority of the LESSEE, or of any officer or agent acting on its behalf, to execute, acknowledge or deliver the release.

c. Neither the tender, nor approval and acceptance, of any such release shall operate as an estoppel or waiver of any claim or judgment against the LESSEE or as a relief or discharge, in whole or in part, of the LESSEE from any of its then-existing liabilities or obligations (accrued, contingent or otherwise); and notwithstanding any such tender or delivery, or any approval of the COMMISSIONER OR HIS DESIGNEE if a release shall contain any provision that operates, or that by implication might operate, to discharge or relieve, in whole or in part, a LESSEE of and from any of its liabilities or obligations (accrued, contingent or otherwise) or that operates or might operate as an estoppel or waiver of any claim or judgment against the LESSEE or as a covenant not to sue, such provision shall be, and shall be deemed to be, void and of no effect whatsoever insofar as it would have the effect of so discharging or relieving the LESSEE or operating as an estoppel, waiver or covenant not to sue.

17. FORFEITURE OF LEASE

Failure to begin construction of the PIPELINE within a reasonable time of the granting of this Lease for reasons within the control of, or failure of, the LESSEE of an interest in the Right-of-Way to substantially comply with the terms of the Lease shall be grounds for forfeiture of the Right-of-Way interest of the LESSEE in an action brought by the COMMISSIONER OR HIS DESIGNEE in the Superior Court. Before the commencement of an action for forfeiture of an interest in the Right-of-Way under this section, the COMMISSIONER OR HIS DESIGNEE shall give the LESSEE or owner of the interest notice in writing of the alleged default and shall not commence the proceeding unless the LESSEE of the interest has failed to initiate good faith efforts to cure the default within 60 days of the notice of the alleged default.

The parties hereto do not intend to create any rights under this Lease that may be enforced by third parties for their own benefit or for the benefit of others.

18. RIGHTS OF THIRD PARTIES

The parties hereto do not intend to create any rights under this Lease that may be enforced by third parties for their own benefit or for the benefit of others.

19. WAIVER NOT CONTINUING

The waiver by any party hereto of any breach of any provision of this Lease by any other party hereto, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent to, any subsequent or prior breach on the part of such other party, of the same or any other provision of this Lease.

20. REMEDIES CUMULATIVE; EQUITABLE RELIEF

No remedy conferred by this Lease upon or reserved to the STATE or the LESSEE is intended to be exclusive of any other remedy provided for by this Lease or by law, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in equity or at law; and the STATE, in a proper action instituted by it, may seek a decree against the LESSEE for specific performance and injunctive or other equitable relief, as may be appropriate.

21. SECTION HEADINGS

The section headings in this Lease are for convenience only, and do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the section to which they pertain.

22. AUTHORITY TO ENTER AGREEMENT

The LESSEE represents and warrants to the STATE that (A) it is duly authorized and empowered under the applicable laws of the STATE of its incorporation and by its charter and by-laws to enter into and perform this Lease in accordance with the provisions hereof; (B) its board of directors or duly authorized executive committee has duly approved and has duly authorized the execution, delivery and performance of this Lease insofar as it pertains to the obligations of the LESSEE; (C) all corporate and shareholder action that may be necessary or incidental to the approval of this Lease, and the due execution and delivery hereof by LESSEE, has been taken; and (D) that all of the foregoing approvals, authorizations and actions are in full force and effect at the time of the execution and delivery hereof.

23. EXHIBITS; INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE; OTHER EXHIBITS

The exhibits that are attached to this Lease and that are listed below in this subsection are, by this reference, incorporated into and made a part of this Lease as if the exhibits were set forth herein in their entirety:

(i) A description of the Land included in the General Route attached hereto as Exhibit "A".

(ii) A description of the RELATED FACILITIES attached hereto as Exhibit "B".

(iii) Stipulations for the Right-of-Way Lease for the Kuparuk PIPELINE Co., attached hereto as Exhibit "C", which are sometimes referred to in this Lease as the "Stipulations". These provisions are included pursuant to the provisions of AS 38.35.120(d) which require terms and conditions that are reasonably necessary to obligate the LESSEE, to the extent reasonably practicable, to (A) prevent conflicts with other existing uses of the land involving a superior public interest; (B) protect STATE and private property interests; (C) prevent any significant adverse environmental impact, including but not limited to the erosion of the surface of the land, and damage to fish and wildlife and their habitat; (D) restore and revegetate during the term and at termination of this Lease; and (E) protect the interests of individuals living in the general area of the Right-of-Way who rely on fish, wildlife, and biotic resources of the area for subsistence purposes.

(iv) A description of the typical future PIPELINE crossing attached hereto as Exhibit "D."

24. LEASE NOT A WAIVER OF ANY STATE REGULATORY POWER

This Lease and the covenants contained herein shall not be interpreted as a limit on the exercise by the STATE of Alaska of any power conferred by valid statute or regulation to protect the environment, health, safety, general welfare, lives, or property of the people of the STATE of Alaska.

25. BINDING EFFECT OF COVENANTS

The parties acknowledge that all covenants of this Lease are required by the COMMISSIONER OR HIS DESIGNEE. By entering into this Lease, the LESSEE is bound by such covenants to the full extent of the power of the STATE to impose the covenants under its authority as owner of the land herein leased or under its police or regulatory powers or otherwise; provided that the rights of the LESSEE to challenge the power of the STATE to require any of these covenants as owner of the land herein leased or under its police or regulatory powers or otherwise is preserved until such time as action to enforce the covenant is taken by the STATE. Before commencing any such action the COMMISSIONER OR HIS DESIGNEE shall give the LESSEE written NOTICE OF INTENT to enforce, and he shall not commence enforcement proceedings unless LESSEE has failed to initiate good faith efforts to comply with the notice within thirty (30) days of said notice. Compliance with any covenant or with any such notice by the LESSEE, shall not constitute a waiver of its or their rights to challenge, from time to time, the power of the STATE to require or to enforce the same or any other covenant in any subsequent action to enforce taken by the STATE. A judicial finding that any of these covenants is unlawful or invalid shall not operate to invalidate this Lease or any other covenant of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first above written.

EXHIBIT C STIPULATIONS

1. GENERAL

1.1. DEFINITIONS

The following definitions apply to terms used in these stipulations. They shall also apply to terms used in documents to which these stipulations are attached unless specifically provided other wise in such documents.

1.1.1. “AGENCY” means the STATE of Alaska, Department of Natural Resources, and any subdivision thereof.

1.1.2. “COMMISSIONER OR HIS DESIGNEE” means the officer appointed by the COMMISSIONER OR HIS DESIGNEE of the Alaska Department of Natural Resources or the officer appointed by the COMMISSIONER OR HIS DESIGNEE with the authority and responsibility of administering a portion or all of the provisions of this lease. In the event the COMMISSIONER OR HIS DESIGNEE shall act as the STATE PIPELINE COORDINATOR.

1.1.3. The “Company” means Kuparuk PIPELINE Company, its successors and assigns.

1.1.4. “CONSTRUCTION MODE” means the type of construction to be employed, generally with regard to the PIPELINE.

1.1.5. “CONSTRUCTION SEGMENT” means a portion of the PIPELINE SYSTEM, as agreed upon by the Company and the COMMISSIONER OR HIS DESIGNEE, that constitutes a complete physical entity or stage, in and of itself, which can be constructed, independently of any other portion or stage of the PIPELINE SYSTEM in a designated area or between two given geographical points.

1.1.6. “DESIGN CRITERIA” means project criteria (i.e., construction, including design and operational concepts) necessary to delineate the project to be constructed. As a minimum, it includes the following: criteria to be used for the FINAL DESIGN and project concepts; evaluation of data used to establish the DESIGN CRITERIA; drawings showing functional and technical requirements; reports of all test data compiled during the data collection and DESIGN CRITERIA evaluation; standard drawings (if applicable) or drawings to support structural design concepts of each typical facility or structure; proposed CONSTRUCTION MODES: outline of project specifications; sample computations to support the design; and concepts and bases for project siting.

1.1.7. “FINAL DESIGN” means completed design documents suitable for bid solicitation, including contract plans and specifications; proposed CONSTRUCTION MODES; operational requirements necessary to justify designs; design analysis (including calculations for each particular design feature); all functional and engineering criteria; summaries of engineering tests conducted and their results; and other considerations pertinent to design.

1.1.8. “HAZARDOUS SUBSTANCES” means OIL, toxic or HAZARDOUS SUBSTANCES (including WASTES) as defined by the Environmental Protection AGENCY, the Department of Transportation or as specified in writing by the COMMISSIONER OR HIS DESIGNEE in consultation with the Environmental Protection Agency’s and the Department of Transportation’s Authorized Officers during the review of the COMPANY’S OIL and HAZARDOUS SUBSTANCES Control Plan.

1.1.9. “LESSEE” means Kuparuk PIPELINE Company.

1.1.10. “MISCELLANEOUS LAND USE PERMIT” means a revocable, nonpossessory privilege to use specified STATE LANDS in connection with the preconstruction, construction, operation, maintenance and termination of the PIPELINE SYSTEM.

1.1.11. “NOTICE TO PROCEED” means a written permission to initiate PIPELINE SYSTEM construction that is issued in accordance with Stipulation 1.7 et. seq.

1.1.12. “OIL or CRUDE OIL” includes crude petroleum OIL and other hydrocarbons regardless of gravity which are produced at the wellhead in liquid form and the liquid hydrocarbons known as distillate or condensate recovered or extracted from gas, other than gas commonly know as casinghead gas.

1.1.13. “PIPELINE” means all parts of those physical facilities, through which the OIL moves, authorized on STATE LANDS by the STATE of Alaska, Department of Natural Resources Right-of-Way Lease No. 402294.

1.1.14. “PIPELINE COORDINATOR” means the AGENCY representative appointed by the COMMISSIONER of the Department of Natural Resources.

1.1.15. “PIPELINE SYSTEM” means all facilities on STATE LANDS, which are constructed or used by the Company in connection with the construction, operation, maintenance or termination of the PIPELINE. It does not include facilities, such as urban administrative offices, which are only indirectly involved in the transportation of OIL, nor does it include facilities used by others in the production or gathering of OIL.

1.1.16. “RELATED FACILITIES” means those structures, devises, improvements and sites on STATE LANDS, other than the pipe, the substantially continuous use of which is necessary for the operation and maintenance of the PIPELINE. RELATED FACILITIES

does not include any equipment upstream of the shipping pumps. RELATED FACILITIES includes, if applicable: supporting structures, air fields, access ROADS, pump valves and other control devices, bridges, culverts and low-water crossings, monitoring and communication devices, retaining walls, berms, dikes, ditches, cuts and fills, including hydraulic and erosion control structures; structures and areas for storing supplies and equipment; cathodic protection devices; and other facilities of a similar nature together with related yards, fences and buildings as the COMMISSIONER OR HIS DESIGNEE, after consultation with the Company, will determine to be RELATED FACILITIES.

1.1.17. “REVEGETATION” means the establishment of plant cover on disturbed LANDS through techniques including, but not limited to, seedbed preparation, seeding, planting, fertilizing, mulching and watering.

1.1.18. “ROADS” means ROADS on STATE LANDS, other than STATE or public highway that are constructed or used by the Company in connection with the construction, operation, maintenance and termination of the PIPELINE SYSTEM.

1.1.19. “STATE LANDS” means STATE LAND as defined in AS 38.05.365; public land of the United STATES selected by the STATE under Sec. 6 of the Alaska Statehood Act of 1958 (PL 85-508; 72 Sec. 399), as amended; real property of the United STATES transferred to the STATE under Secs. 21, 35 and 45 of the Alaska Omnibus Act of 1959 (PL86-70; 73 Sec. 141), as amended; and any interest owned or hereafter acquired by the STATE in land.

1.1.20. “WASTE” means all discarded matter other than construction spoil. It includes, but is not limited to, human WASTE, trash, garbage, refuse, OIL drums, petroleum products, ashes and equipment.

1.1.21. “WETLANDS” means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. WETLANDS generally include swamps, marshes, bogs and similar areas.

1.2. APPLICABILITY

1.2.1. The following conditions shall apply to the design, construction, operation, maintenance and termination of the PIPELINE SYSTEM. Unless clearly inapplicable, the requirements and prohibitions imposed upon the Company by these stipulations are also imposed upon the COMPANY’S agents, employees, contractors and subcontractors, and the employees of each of them.

(1) The Company shall ensure compliance with these stipulations by its agents, employees and contractors (including subcontractors at any level), and the employees of each of them.

(2) Failure or refusal of the COMPANY'S agents, employees, contractors, subcontractors or their employees to comply with these stipulations will be deemed to be the failure or refusal of the Company.

(3) Where appropriate the Company shall require its agents, employees, contractors and subcontractors to include these stipulations in all contracts and subcontracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and subcontractors, and the employees of each of them, shall likewise be bound to comply with these stipulations.

1.2.2. Nothing in these stipulations shall be construed as applying to activities of the Company that have no relation to the PIPELINE SYSTEM.

1.2.3. Nothing in these stipulations shall be construed to affect any right or cause of action that otherwise would be available to the Company against any person. The STATE and the Company do not intend to create any rights under these stipulations that may be enforced by third parties for their own benefit or for the benefit of others.

1.3. RESPONSIBILITIES

1.3.1. The Company shall comply with these stipulations and lawful orders of the COMMISSIONER OR HIS DESIGNEE implementing these stipulations.

1.3.2. The Company shall designate a representative who will be empowered on behalf of the Company to communicate with, and to receive and comply with, all communications and orders of the COMMISSIONER OR HIS DESIGNEE. The Company shall also designate field representatives who shall be authorized to, and at all times be available to communicate and cooperate with field representatives of the COMMISSIONER OR HIS DESIGNEE. The Company shall keep the COMMISSIONER OR HIS DESIGNEE informed of any change of the COMPANY'S representatives during the construction, operation, maintenance and termination of the PIPELINE SYSTEM.

1.3.3. The COMMISSIONER OR HIS DESIGNEE may require the Company at any time to furnish any or all data related to design, construction, operation, maintenance, and termination activities undertaken in connection with the PIPELINE SYSTEM as may be reasonably relevant to the COMMISSIONER OR HIS DESIGNEE's responsibilities and duties in connection with construction, operation, maintenance, and termination of the PIPELINE SYSTEM; provided, however, the COMMISSIONER OR HIS DESIGNEE shall not release to the public any confidential material which is protected by AS 38.05.035(a)(9)(C), except that which the Company has authorized in writing to be released. The Company may grant rights in any information which is protected as confidential by this paragraph for a reasonable royalty fee that will cover the cost of reproduction of any such information, plus a pro rata share of the cost of obtaining such information.

1.3.4. The COMMISSIONER OR HIS DESIGNEE may, by written order, require the Company to make such modification of the PIPELINE SYSTEM as he deems necessary

to protect or maintain stability of foundation and other earth materials; protect or maintain integrity of the PIPELINE SYSTEM; control or prevent significant damage to the environment (including but not limited to fish and wildlife populations and their habitats); or remove hazards to public health and safety, including the activities of its agents, employees, contractors (including subcontractors), and the employees of each of them.

1.3.5. The absence of any comment by the COMMISSIONER OR HIS DESIGNEE on any plan, design, specification, or other document which may be filed by the Company with the COMMISSIONER OR HIS DESIGNEE shall not be deemed to represent in any way whatever any assent to, approval of, or concurrence in such plan, design, specification or other document, or any action proposed therein. Any written approval or instruction by the COMMISSIONER OR HIS DESIGNEE may be relied upon by the Company unless and until rescinded in writing. The COMMISSIONER OR HIS DESIGNEE, will act in writing upon each submission to him in accordance with the agreed upon schedules developed pursuant to Stipulations 1.6. and 1.7. Any disapproving action by the COMMISSIONER OR HIS DESIGNEE, including any requests for additional information, shall STATE what additional action is necessary to gain approval.

1.3.6. The COMMISSIONER OR HIS DESIGNEE shall have a continuing right of access to any part of the PIPELINE SYSTEM at any time for inspection or monitoring and for any other purpose or reason that is consistent with his responsibilities. This right may be exercised by the COMMISSIONER OR HIS DESIGNEE and his agents or representatives designated in writing; and contractors and subcontractors of the COMMISSIONER OR HIS DESIGNEE who are performing work related to the PIPELINE SYSTEM and who are designated in writing. The COMMISSIONER OR HIS DESIGNEE and the Company shall agree upon procedures to implement this stipulation, including reasonable advance notification where practicable.

1.3.7. No order or notice given to the Company on behalf of the COMMISSIONER OR HIS DESIGNEE shall be effective as to the Company unless prior written notice of the delegation of authority to issue such an order or notice has been given to the Company by the COMMISSIONER OR HIS DESIGNEE.

1.3.8. In the implementation of Stipulation 1.2.1, the Company will furnish all supervisory-level employees with copies of these stipulations and will explain the limitations imposed by these stipulations.

1.4. COMMUNICATIONS

1.4.1. The Company shall provide a communication capability that ensures the transmission of information required for the safe construction, operation, maintenance, and termination of the PIPELINE SYSTEM.

1.4.2. During the period of preconstruction, construction and initial operation of the PIPELINE SYSTEM, all formal written communications between the Company and an AGENCY, involving construction, operation, maintenance or termination of the PIPELINE

SYSTEM must be transmitted through the COMMISSIONER OR HIS DESIGNEE or as he may direct. However, documents required by statute or AGENCY regulation to be filed with the AGENCY shall be filed as so required, provided that a copy (or copies) thereof is concurrently filed with the COMMISSIONER OR HIS DESIGNEE.

1.4.3. Any written notice or communication, including any telegram, relating to any subject, addressed to the COMMISSIONER OR HIS DESIGNEE from the Company, shall be deemed to have been delivered to and received by the COMMISSIONER OR HIS DESIGNEE when the notice or communication has been delivered either by messenger during normal business hours, or by means of registered or certified United STATES mail, postage prepaid, return receipt requested, to the office of the COMMISSIONER OR HIS DESIGNEE.

1.4.4. Any written order, notice or other written communication, including any telegram relating to any subject, that is addressed to the Company from the COMMISSIONER OR HIS DESIGNEE will be deemed to have been delivered to and received by the Company when the order, notice or other communication has been delivered either by messenger during normal business hours or by means of registered or certified United STATES mail, postage prepaid, return receipt requested, to the office of the representative designated by the Company pursuant to Stipulation 1.3.2.

1.4.5. All orders or approvals of the COMMISSIONER OR HIS DESIGNEE must be in writing, but in emergencies may be issued orally, with subsequent confirmation in writing as soon as possible thereafter, but no later than 24 hours.

1.5. SUMMARY NETWORK ANALYSIS DIAGRAMS

1.5.1. As a part of the DESIGN CRITERIA the Company shall submit a summary network analysis diagram for the project to the COMMISSIONER OR HIS DESIGNEE for review and approval. As mutually agreed to by the Company and the COMMISSIONER OR HIS DESIGNEE the summary network analysis diagram must include all environmental, engineering and construction-related activities and contingencies, which reasonably may be anticipated in connection with the project. The summary network analysis diagram must include or address:

- (1) data collection activities;
- (2) submittal and approval activities;
- (3) construction and post construction activities;
- (4) schedule control techniques;
- (5) other pertinent data.

The summary network analysis diagram shall be prepared employing techniques normal to the industry in sufficient detail and scope to permit the COMMISSIONER OR HIS DESIGNEE to determine if the management approach shown or inferred by the network analysis will facilitate the cost effective, environmentally sound and timely construction of the project.

1.5.2 The summary network analysis diagram must be updated to indicate current and planned activities at intervals mutually agreeable to the Company and the COMMISSIONER OR HIS DESIGNEE.

1.6. DESIGN CRITERIA, PLANS AND PROGRAMS

1.6.1. The Company shall submit DESIGN CRITERIA to the COMMISSIONER OR HIS DESIGNEE. It shall also submit comprehensive plans and/or programs (including schedules where appropriate), which shall include but not be limited to the following:

- (1) blasting;
- (2) corrosion control;
- (3) cultural resource preservation;
- (4) erosion and sedimentation control;
- (5) material exploration and extraction;
- (6) OIL and HAZARDOUS SUBSTANCES control, cleanup and disposal;
- (7) overburden and excess material disposal;
- (8) PIPELINE Contingency Plan;
- (9) quality assurance/quality control;
- (10) Restoration and Rehabilitation;
- (11) stream, river and flood plain crossings;
- (12) Surveillance and maintenance; and
- (13) Wetland construction.

These plans and programs may be combined or submitted in stages, as appropriate. The Company and the COMMISSIONER OR HIS DESIGNEE will agree to the scope, content and schedule for submission of the required plans and programs.

1.6.2. The DESIGN CRITERIA, including the plans and programs specified in Stipulation 1.6.1, shall be approved in writing by the COMMISSIONER OR HIS DESIGNEE and shall be complied with by the Company.

1.6.3. Additional or supplementary plans may be required in the event that the plans submitted in accordance with Stipulation 1.6.1 do not provide the detailed and/or site specific data required to support the FINAL DESIGN required in Stipulation 1.7, and to guide the conduct of the construction, operation, maintenance and termination of the PIPELINE SYSTEM.

1.7. NOTICE TO PROCEED

1.7.1. The Company shall not initiate any field activity on STATE LANDS pursuant to the authorization of which these stipulations are a part without prior specific written permission. Such permission shall be either a NOTICE TO PROCEED, MISCELLANEOUS LAND USE PERMIT or other appropriate written authorization, issued by the

COMMISSIONER OR HIS DESIGNEE, as appropriate. Any NOTICE TO PROCEED, MISCELLANEOUS LAND USE PERMIT or other authorization will permit field activities only as therein expressly stated and only for the particular field activities therein described. A NOTICE TO PROCEED, MISCELLANEOUS LAND USE PERMIT or other appropriate authorization may contain such site-specific terms and conditions as the COMMISSIONER OR HIS DESIGNEE deems necessary to implement these stipulations, and the Company will comply with such terms and conditions.

1.7.2. Before applying for a NOTICE TO PROCEED for a CONSTRUCTION SEGMENT, the Company shall, in such manner as will be acceptable to the COMMISSIONER OR HIS DESIGNEE, locate and clearly mark on the ground the proposed location of all relevant RELATED FACILITIES and, where applicable, clearing limits and the location of temporary use areas in the proposed work area.

1.7.3. Each application for a construction authorization must be supported by:

- (1) a FINAL DESIGN for the CONSTRUCTION SEGMENT or Segments to be covered by the NOTICE TO PROCEED with detailed and/or site-specific plans as indicated in Stipulation 1.6.3. and computations supporting the design;
- (2) all applicable reports and results of environmental studies;
- (3) a detailed network analysis diagram for the CONSTRUCTION SEGMENT or Segments including the COMPANY'S work schedules, applicable permits required by STATE and Federal agencies, design and review periods, data collection activities and construction sequencing. All requirements Stated in Stipulation 1.5.1, with reference to the summary network analysis diagram, will apply equally to the detailed network analysis diagram;
- (4) a map or maps, prepared in such manner as shall be acceptable to the COMMISSIONER OR HIS DESIGNEE, depicting the proposed location of:
 - (a) the boundaries of all associated temporary use areas;
 - (b) all improvements, buried or above ground, that are to be constructed;
- (5) justification Statements for all proposed design features or activities which may not be in conformance with these stipulations.

1.7.4. Prior to submission of any application for NOTICES TO PROCEED, the Company and the COMMISSIONER OR HIS DESIGNEE will agree to a schedule for the submission, review and approval of such applications and on the scope of information to be

contained therein. The schedule shall allow the COMMISSIONER OR HIS DESIGNEE 30 days for review of each complete application for a NOTICE TO PROCEED unless the COMMISSIONER OR HIS DESIGNEE gives written notice that more time is needed. The schedule may be revised by mutual agreement, if necessary.

1.7.5. The COMMISSIONER OR HIS DESIGNEE shall review each application for a NOTICE TO PROCEED and all data submitted in connection therewith in accordance with schedules as agreed upon pursuant to Stipulation 1.7.4.

1.7.6. The COMMISSIONER OR HIS DESIGNEE shall issue a NOTICE TO PROCEED only when, in his judgment, applicable FINAL DESIGNS and other submissions required by Stipulations 1.6.1, 1.6.3 and 1.7.3 conform to these stipulations.

1.7.7. By written order, following appropriate consultation with the Company and when other enforcement actions are inadequate or have not been successful, the COMMISSIONER OR HIS DESIGNEE may revoke or suspend in whole or in part any NOTICE TO PROCEED which has been issued when in his judgment unforeseen conditions later arising require alterations in the NOTICE TO PROCEED in order to: (1) protect or maintain stability of foundation and earth materials; (2) protect or maintain integrity of the PIPELINE SYSTEM; (3) control or prevent significant damage to the environment, including, but not limited to fish and wildlife populations and their habitats; (4) remove hazards to public health and safety.

The COMMISSIONER OR HIS DESIGNEE shall expeditiously follow his revocation or suspension order with a more detailed written Statement of the reason for the action.

1.8. QUALITY ASSURANCE AND CONTROL

1.8.1. The quality assurance and quality control programs must be comprehensive and designed to assure that the applicable requirements of 49 CFR, Part 195, and environmental and technical Stipulations will be incorporated in the FINAL DESIGN and complied with throughout all phases of construction, operation, maintenance and termination of the PIPELINE SYSTEM. The Company shall provide for continuous inspection of PIPELINE construction to ensure compliance with the approved design specifications and these stipulations. The term "continuous inspection" as used in this stipulation means that at least one inspector is observing each PIPELINE construction operation where PIPELINE integrity is involved (e.g., the pipe gang, backend welders, weld nondestructive testing, coating and wrapping, bedding, lowering-in, padding and backfill) at all times while that construction is being performed or where PIPELINE construction operations are proximate to the TRANS-ALASKA PIPELINE SYSTEM.

1.8.2. At a minimum, the following shall be included in the quality assurance program:

- (1) Procedures for the detection and prompt abatement of any actual or

potential procedure, activity, event or condition, of a serious nature, that:

- (a) is susceptible to abatement by the Company;
 - (b) could reasonably be expected to arise out of, or affect adversely, design, construction, operation, maintenance or termination of all or any part of the PIPELINE SYSTEM; and
 - (c) that at any time may cause or threaten to cause:
 - (1) a hazard to the safety of workers or to public health or safety, including but not limited to personal injury or loss of life of any person;
 - (2) significant damage to the environment, including but not limited to areas of vegetation, fish or other wildlife populations or their habitats, or any other natural resource; or
 - (3) significant damage to the existing private improvements on or in the general vicinity of the right-of-way permit area;
- (2) Procedures for the relocation, repair or replacement of improved or tangible property and the rehabilitation of natural resources (including but not limited to, REVEGETATION, restocking fish or other wildlife populations and reestablishing their habitats) seriously damaged or destroyed if the immediate cause of the damage or destruction results from construction, operation, maintenance or termination of all or any part of the PIPELINE SYSTEM;
 - (3) Methods and procedures for achieving component and subsystems quality through proper design and specification;
 - (4) Methods for applying quality assurance and quality control criteria in the selection of the COMPANY'S contractors and subcontractors and contract purchases of materials and services;
 - (5) A plan for collecting, recording, storing, retrieving and reviewing data to assure that quality has been attained, including procedures for initiating and maintaining adequate records of inspections, identification of deviations and completion of corrective actions;
 - (6) Specific methods of detecting deviations from designs, plans, regulations, specifications, stipulations and permits, as the basis for

initiating corrective action to preclude or rectify the hazards, harm or damage referenced in sections 1.8.2(1) and 1.8.2(2) of these stipulations;

- (7) Inspection, test and acceptance of components, subsystems and subassemblies;
- (8) A plan for conducting surveys and field inspections of all facilities, processes and procedures of the Company, its contractors, subcontractors, vendors and suppliers critical to the achievement of quality.

1.8.3. The Company (including its agents, employees, contractors and subcontractors, and the employees of each of them) shall comply with the quality assurance and control program as approved and must submit reports to the COMMISSIONER OR HIS DESIGNEE to demonstrate such compliance. Such reports must be submitted quarterly unless otherwise requested by the COMMISSIONER OR HIS DESIGNEE.

1.9. CONDUCT OF OPERATIONS

1.9.1. The Company shall perform PIPELINE SYSTEM operations in a safe and workmanlike manner so as to ensure protection of the environment and the safety and integrity of the PIPELINE and shall at all times employ qualified personnel and maintain equipment sufficient for that purpose. The Company shall immediately notify the COMMISSIONER OR HIS DESIGNEE of any condition, problem, malfunction or other occurrence which in any way threatens the safety or integrity of the PIPELINE or significant harm to the environment.

1.10. SURVEILLANCE AND MAINTENANCE

1.10.1. During the construction, operation, maintenance and termination phases of the PIPELINE SYSTEM the Company shall conduct a surveillance and maintenance program applicable to the arctic environment. At minimum, this program shall, with respect to the COMPANY'S activities, be designed to:

- (1) provide for public health and safety;
- (2) control damage to natural resources;
- (3) control erosion;
- (4) maintain PIPELINE integrity;
- (5) control damage to public and private property.

The Company shall maintain complete and up-to-date records on construction, operation, maintenance, and termination activities performed in connection with the PIPELINE SYSTEM. Such records shall include surveillance data, leak and failure records, necessary operational data, modification records, and such other data as may be required by 49 CFR, Parts 191 and 195 and other applicable Federal laws and regulations.

1.11. HEALTH AND SAFETY

1.11.1. The Company shall take measures necessary to protect the health and safety of all persons directly affected by activities performed by the Company in the general vicinity of the right-of-way or permit area in connection with construction, operation, maintenance or termination of the PIPELINE SYSTEM and shall immediately abate any health or safety hazards. The Company shall notify the COMMISSIONER OR HIS DESIGNEE of accidents which occur in connection with such activities in frequency and detail identical to Occupational Safety and Health Administration reporting requirements.

1.12. PUBLIC AND PRIVATE IMPROVEMENTS

1.12.1. The Company shall provide reasonable protection to existing public or private improvements including the TRANS-ALASKA PIPELINE SYSTEM on STATE LANDS, which may be adversely affected by its activities including the activities of its agents, employees, contractors (including subcontractors) and the employees of each of them during construction, operation, maintenance and termination of the PIPELINE SYSTEM. If it is determined that the Company has caused damage to such public and private improvements, and if the owner so requires, then the Company shall promptly repair, or reimburse the owner for reasonable costs in repairing the property to a condition which is satisfactory to the owner but need not exceed its condition prior to damage.

1.13. SURVEY MONUMENTS

1.13.1. The Company shall mark and protect all survey monuments encountered during construction, operation, maintenance and termination of the PIPELINE SYSTEM. These monuments are not to be disturbed; however, if disturbance of a monument or any of its accessories becomes necessary, the Company will notify the COMMISSIONER OR HIS DESIGNEE in writing before such disturbance occurs, and the COMMISSIONER OR HIS DESIGNEE will provide instructions. A written report to the COMMISSIONER OR HIS DESIGNEE will also be made immediately by the Company in the event that any monuments or accessories are inadvertently damaged.

1.13.2. If any public land survey monuments, corners or accessories (excluding geodetic survey monuments) of the United STATES or survey monuments of others, are destroyed or damaged during the construction, operation, maintenance, or termination of the PIPELINE SYSTEM, the Company shall employ a qualified land surveyor to reestablish or restore same in accordance with the "Manual of Instructions for the Survey of Public LANDS" of the Bureau of Land Management and shall record such survey in the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees on STATE LANDS may be prescribed by the COMMISSIONER OR HIS DESIGNEE.

1.14. FIRE PREVENTION AND SUPPRESSION

1.14.1. The Company shall promptly notify the COMMISSIONER OR HIS DESIGNEE of any fires on, or which may threaten any portion of, the PIPELINE SYSTEM and shall take all measures necessary or appropriate for the prevention and suppression of fires in accordance with applicable law. The Company shall comply with the instructions and directions of the COMMISSIONER OR HIS DESIGNEE concerning the use, prevention and suppression of fires on STATE LANDS. Use of open fires in connection with construction, operation, maintenance and termination of the PIPELINE SYSTEM is prohibited on STATE LAND unless authorized in writing by the COMMISSIONER OR HIS DESIGNEE.

1.15. ELECTRONICALLY OPERATED DEVICES

1.15.1. The Company shall, as necessary, screen, filter or otherwise suppress any electronically operated devices installed as part of the PIPELINE SYSTEM which are capable of producing electromagnetic interference radiations so that such devices will not adversely affect the functioning of existing communications systems.

1.16. TERMINATION OF AUTHORIZATION

1.16.1. Upon revocation or termination of the authorization of which these stipulations are a part, the Company shall remove all improvements and equipment from the STATE LANDS, unless otherwise approved in writing by the COMMISSIONER OR HIS DESIGNEE, and provided that restoration which appropriately can be performed prior to such removal has been completed to the satisfaction of the COMMISSIONER OR HIS DESIGNEE as required by applicable stipulations.

1.17. Regulation of Access

1.17.1. There shall be free and unrestricted access to and upon ROADS; except that with the written consent of the COMMISSIONER OR HIS DESIGNEE, the Company may regulate or prohibit access and vehicular traffic on ROADS as required to facilitate operations or to protect the public, wildlife and livestock from hazards associated with operation and maintenance of the PIPELINE. The Company shall provide appropriate warnings, flagmen, barricades and other safety measures when the Company is using ROADS or regulating public access to or upon ROADS.

1.17.2. The Company shall make provisions for suitable permanent crossings for the public at locations and to standards approved in writing by the COMMISSIONER OR HIS DESIGNEE where the right-of-way crosses existing ROADS, foot-trails, winter trails or other rights-of-way on exhibit. The Company hereby expressly agrees to provide for five public crossings of the PIPELINE during the construction period. There shall also be three PIPELINE crossings constructed at a future date, the location and time to be determined by the COMMISSIONER OR HIS DESIGNEE, which crossings must substantially comply with Exhibit D.

1.18. USE OF EXISTING FACILITIES

1.18.1. Subject to existing rights vested in other parties, the Company shall use existing facilities, to the maximum extent feasible in all construction, operation, maintenance, and termination activities associated with the PIPELINE SYSTEM.

2. ENVIRONMENTAL

2.1. ENVIRONMENTAL BRIEFINGS

2.1.1. The Company shall develop and provide environmental briefings for supervisory and field personnel directly related to the project and for field representatives in accordance with the approved environmental briefings required by Stipulation 1.6.1.

2.2. POLLUTION CONTROL

2.2.1. GENERAL

2.2.1.1. The Company shall construct, operate, maintain and terminate the PIPELINE SYSTEM in a manner that will avoid or minimize degradation of air, land and water quality. The Company shall comply with applicable air and water quality standards and Federal, STATE and local laws, and regulations relating to pollution control or prevention.

2.2.2. WATER AND LAND POLLUTION

2.2.2.1. Mobile ground equipment shall not be operated in lakes, WETLANDS, streams or rivers unless such operation is approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.2.2.2. The temperature of natural surface or ground waters shall not be changed significantly by the PIPELINE SYSTEM or by any construction related activities unless approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.2.2.3. The Company shall comply with the standards for thermal pollution in the Alaska Water Quality Standards ,” as approved by the Department of Environmental Conservation.

2.2.3. SANITATION AND WASTE DISPOSAL

2.2.3.1. All HAZARDOUS SUBSTANCES and WASTE generated in construction, operation, maintenance and termination of the PIPELINE SYSTEM shall be removed or otherwise disposed of in a manner acceptable to the COMMISSIONER OR HIS DESIGNEE. All applicable Federal, STATE, and local requirements will be incorporated in the plans required in Stipulation 1.6.1.

2.2.4. ICE FOG

2.2.4.1. The Company shall utilize and operate all facilities and devices used in connection with the PIPELINE SYSTEM so as to avoid or minimize ice fog. Facilities and devices which cannot be prevented from producing ice fog shall be located so as not to interfere with airfields, communities or ROADS.

2.3. EROSION AND SEDIMENTATION CONTROL

2.3.1. GENERAL

2.3.1.1. The Company shall perform all PIPELINE SYSTEM activities so as to minimize disturbance to all surface areas.

2.3.1.1.1. The use of a gravel construction/work pad is limited to times when the pad will adequately protect the surface. During the spring season all activities which may cause rutting of the pad to a depth in excess of 12 inches shall be suspended until the COMMISSIONER OR HIS DESIGNEE has authorized a resumption of activities.

2.3.1.2. The design of the PIPELINE SYSTEM shall provide for the control of erosion and sediment production, transport and deposit.

2.3.1.3. Erosion control measures, including the use of erosion control structures, if necessary, shall be implemented on STATE LANDS in accordance with the plans approved under Stipulation 1.6.1 to limit induced and accelerated erosion, limit sediment production and transport and lessen the possibility of forming new drainage channels. The design of such measures shall be based on the maximum rainfall rate and snowmelt combination reasonably characteristic of the region, the effects of thawing produced by flowing or ponded water on permafrost and the effects of ice. Permanent erosion control structures must be designed to accommodate a 50-year flood.

2.3.1.4. Surface materials suitable for use in restoration that are taken from disturbed areas shall be stockpiled and utilized during restoration unless otherwise approved in writing by the COMMISSIONER OR HIS DESIGNEE. Erosion and sediment control practices to be utilized must be determined by the needs of specific sites and, as appropriate, shall include but not be limited to REVEGETATION, mulching and placement of mat binders, soil binders, rock or gravel blankets or structures.

2.3.2. CROSSING OF STREAMS, RIVERS, FLOOD PLAINS AND WETLANDS

2.3.2.1. The Company shall minimize erosion and sedimentation at stream, river and WETLANDS crossings and those parts of the PIPELINE SYSTEM within floodplains as provided in Stipulation 3.4.

2.3.2.2. Temporary access over streambanks prior to and following construction shall be made through use of fill ramps rather than by cutting through streambanks, unless otherwise approved in writing by the COMMISSIONER OR HIS DESIGNEE. The Company shall remove such ramps upon termination of seasonal or final use. Ramp materials shall be disposed of in a manner approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.3.3. EXCAVATED MATERIAL

2.3.3.1. Excavated material in excess of that required to backfill around any structure, including the pipe, must be disposed of in accordance with the approved overburden and excess material disposal plan required in Stipulation 2.3.1.4.

2.4. FISH AND WILDLIFE PROTECTION

2.4.1. The Company shall design, construct, operate, maintain and terminate the PIPELINE SYSTEM so as to assure free passage and movement of fish in streams designated by the COMMISSIONER OR HIS DESIGNEE. Temporary blockages of fish necessitated by instream activities may be approved. The proposed designs and construction plans shall include the time and place that such temporary blockages may occur.

2.4.2. Pump intakes must be screened to prevent harm to fish. Screening specification shall be approved by the COMMISSIONER OR HIS DESIGNEE.

2.4.3. When abandoned, water diversion structures shall be removed or plugged and stabilized unless otherwise approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.4.4. FISH SPAWNING BEDS, FISH REARING AREAS and OVERWINTERING AREAS

2.4.4.1. "FISH SPAWNING BEDS" means those areas where anadromous and resident fish deposit their eggs.

2.4.4.2. "FISH REARING AREAS" means those areas inhabited by fish during any life stage.

2.4.4.3. "OVERWINTERING AREAS" means those areas inhabited by fish between freeze up and breakup.

2.4.4.4. The Company shall avoid disturbance to those FISH SPAWNING BEDS, FISH REARING AREAS and OVERWINTERING AREAS designated by the COMMISSIONER OR HIS DESIGNEE. However, where disturbances cannot be avoided, proposed modifications and appropriate mitigation measures must be designed by the Company and approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.4.4.5. The Company shall protect FISH SPAWNING BEDS, FISH REARING AREAS and OVERWINTERING AREAS from sediment where soil material is expected to be suspended in water as a result of construction activities. Settling basins or other sediment control structures shall be constructed and maintained to intercept such sediment before it reaches rivers, streams, lakes or WETLANDS.

2.4.4.6. The Company shall comply with any site-specific terms and conditions imposed by the COMMISSIONER OR HIS DESIGNEE to protect FISH SPAWNING BEDS, FISH REARING AREAS and OVERWINTERING AREAS from the effects of the COMPANY'S activities. If material sites are approved adjacent to or in lakes, rivers, streams, WETLANDS or flood plains the COMMISSIONER OR HIS DESIGNEE may require the Company to construct levees or berms or employ other suitable means to protect fish and fish passage and to protect or minimize sedimentation. The Company shall repair damage to such areas caused by construction, operation, maintenance or termination of the PIPELINE SYSTEM to the satisfaction of the COMMISSIONER OR HIS DESIGNEE as Stated in writing.

2.4.4.7. The Company shall not take water from FISH SPAWNING BEDS, FISH REARING AREAS and OVERWINTERING AREAS or waters that directly replenish those areas during critical periods that will be defined by the COMMISSIONER OR HIS DESIGNEE, unless otherwise approved by the COMMISSIONER OR HIS DESIGNEE.

2.4.5. ZONES OF RESTRICTED ACTIVITIES

2.4.5.1. Activities of the Company in connection with construction, operation, maintenance and termination of the PIPELINE SYSTEM in key fish and wildlife areas and in specific areas where threatened or endangered species of animals are found may be restricted by the COMMISSIONER OR HIS DESIGNEE during periods of fish and wildlife breeding, nesting, spawning, lambing and calving activity, OVERWINTERING and during major migrations of fish and wildlife. The COMMISSIONER OR HIS DESIGNEE shall provide the Company written notice of such restrictive action, at least annually, and so far in advance of such restrictions as is possible, the COMMISSIONER OR HIS DESIGNEE shall furnish the Company an updated list of those areas where such actions may be required, together with anticipated dates of restriction.

2.4.6. BIG GAME MOVEMENTS

2.4.6.1. The Company shall design, construct and maintain both the buried and above ground sections of the PIPELINE so as to assure free passage and movement of big game animals by constructing the PIPELINE at above ground locations so that there is a 5 foot minimum height clearance at the pile supports.

2.5.2. LAYOUT OF MATERIAL SITES

2.5.2.1. Materials site boundaries must be shaped in such a manner as to blend with surrounding natural land patterns. Regardless of the layout of material sites, primary emphasis shall be placed on prevention of soil erosion, damage to vegetation, and destruction of fish and wildlife habitat.

2.6. DISTURBANCE OR USE OF NATURAL WATERS

2.6.1. All activities of the Company in connection with the PIPELINE SYSTEM that may create new lakes, drain existing lakes, significantly divert natural drainages and surface runoff, permanently alter stream or ground water hydrology or disturb significant areas of streambeds are prohibited unless such activities along with necessary mitigation measures are approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.6.2. The Company shall not develop or utilize any wells or surface water sources on STATE LANDS for the construction, operation, maintenance and termination of the PIPELINE SYSTEM without complying with AS 46.15.

2.7. OFF RIGHT-OF-WAY TRAFFIC

2.7.1. The Company shall not operate mobile ground equipment on STATE LANDS off the right-of-way, and ROADS, or authorized areas unless approved in writing by the COMMISSIONER OR HIS DESIGNEE or when necessary to prevent immediate harm to any person or property.

2.8. USE OF EXPLOSIVES

2.8.1. The Company shall submit a plan for storage and use of explosives, including, but not limited to, blasting techniques, to the COMMISSIONER and his Designee for approval in accordance with Stipulation 1.6.

2.8.2. No blasting shall be done under water or within one-quarter (1/4) mile of streams or lakes with identified fisheries or wildlife resources without written approval of the COMMISSIONER OR HIS DESIGNEE.

2.8.3. Timing and location of blasting must be approved by the COMMISSIONER OR HIS DESIGNEE.

2.9. RESTORATION

2.9.1. Upon completion of use, the Company shall restore all areas of STATE LANDS disturbed by it, in accordance with schedules approved by the COMMISSIONER OR HIS DESIGNEE and approved plans required under Stipulation 1.6. Restoration performed by the Company shall be approved in writing by the COMMISSIONER OR HIS DESIGNEE.

2.9.2. Restoration includes, where appropriate, erosion and sediment control, REVEGETATION, reestablishment of native species, visual amelioration and stabilization. Unless otherwise directed by the COMMISSIONER OR HIS DESIGNEE, all disturbed areas of STATE LANDS must be left in such stabilized condition that erosion will be minimized through the use of adequately designed and constructed waterbars, REVEGETATION and

chemical surface control; culverts and bridges must be removed, and slopes shall be restored by the Company in a manner satisfactory to the COMMISSIONER OR HIS DESIGNEE.

2.9.3. REVEGETATION of disturbed areas of STATE LANDS shall be accomplished as soon as practicable in accordance with plans and schedules required under Stipulation 1.6. The results of REVEGETATION must be satisfactory to the COMMISSIONER OR HIS DESIGNEE as Stated in writing.

2.9.4. The Company shall dispose of all materials from ROADS, haul ramps, berms, dikes and other earthen structures it has placed on STATE LANDS, in accordance with approved restoration plans unless otherwise directed by the COMMISSIONER OR HIS DESIGNEE, provided, however, that the maintenance/access pad is exempted from the requirement if to do so would result in more environmental damage than its retention.

2.9.5. Pending restoration of a disturbed area of STATE LANDS, the Company shall maintain the area in a stabilized condition satisfactory to the COMMISSIONER OR HIS DESIGNEE.

2.9.6. Upon completion of restoration of an area of STATE LAND, the Company shall remove all equipment and supplies from that area in accordance with approved restoration plans unless otherwise directed by the COMMISSIONER OR HIS DESIGNEE.

2.9.7. The Company shall maintain all restored areas of STATE LANDS in accordance with approved plans required under Stipulation 1.6.

2.10. REPORTING, PREVENTION, CONTROL, CLEANUP AND DISPOSAL OF OIL AND HAZARDOUS SUBSTANCES DISCHARGES

2.10.1. The Company shall give notice in accordance with applicable law of any spill, leakage, or discharge of OIL or other HAZARDOUS SUBSTANCES in connection with the construction, operation, maintenance or termination of the PIPELINE SYSTEM to:

- (1) the COMMISSIONER OR HIS DESIGNEE ;
- (2) such other STATE officials as are required by law to be given such notice.

Any oral notice shall be confirmed in writing as soon as possible.

2.10.2. The Company shall submit an OIL and Hazardous Substance Control, cleanup and disposal plan to the COMMISSIONER OR HIS DESIGNEE and the appropriate federal agencies in accordance with Stipulation 1.6.1. The plan shall conform to the requirements of 40 CFR, Part 112, and this stipulation and shall outline all areas where OIL and/or HAZARDOUS SUBSTANCES are stored, utilized, transported or distributed. The plan shall include fuel distribution systems, storage and containment plans, leak detection systems, handling procedures, training programs, provisions for collection, storage and ultimate

disposal of WASTE OIL, cleanup method and disposal sites. The Company shall demonstrate its capability and readiness to execute the plan. The COMMISSIONER OR HIS DESIGNEE shall not require Company to revise such plan such that it will not comply with 40 CFR, Part 112.

2.11. PIPELINE OPERATING CONTINGENCY PLAN

2.11.1. The Company shall submit a PIPELINE contingency plan to the COMMISSIONER OR HIS DESIGNEE in accordance with Stipulation 1.6.1. The plan shall conform to the requirements of 49 CFR, Part 195.402, and must outline the steps to be taken in the event of a failure, leak or explosion in the PIPELINE. The plan shall be approved in writing by the COMMISSIONER OR HIS DESIGNEE prior to PIPELINE startup and the Company shall demonstrate its capability and readiness to execute the plan.

2.11.2. The Company shall, as appropriate, update the plan and methods of implementation thereof, which shall be submitted annually to the COMMISSIONER OR HIS DESIGNEE for his written approval.

2.12. CULTURAL RESOURCES

2.12.1. The Company shall undertake the affirmative responsibility to identify, protect and preserve cultural, historic, prehistoric and archeological resources that may be impacted by the PIPELINE SYSTEM consistent with the National Historic Preservation Act of 1966, as amended, and the implementing procedures of the Advisory Council on Historic Preservation, 36 CFR Part 800.

2.13. HUNTING, FISHING AND TRAPPING

2.13.1. The Company shall inform its employees, agents, contractors, subcontractors, and their employees, of applicable laws and regulations relating to hunting, fishing and trapping.

2.14. SMALL CRAFT PASSAGE

2.14.1. The creation of any permanent obstruction to the passage of small craft in streams is prohibited.

3. TECHNICAL

3.1. PIPELINE SYSTEM STANDARDS

3.1.1. GENERAL STANDARDS

3.1.1.1. All design, including selection of material, and construction, operation, maintenance and termination practices employed with respect to the PIPELINE SYSTEM must be in accordance with sound engineering practice and, with regard to the PIPELINE, shall meet or exceed the Department of Transportation Regulations, 49 CFR, Parts 191, "Reports of Leaks," and 195, "Transportation of Liquids by PIPELINE."

3.1.1.2. Requirements in addition to those set forth in the above minimum standards may be imposed by the COMMISSIONER OR HIS DESIGNEE as necessary to reflect the impact of arctic environments. The COMMISSIONER OR HIS DESIGNEE will make every effort to identify such additional requirements during the design phase.

3.1.2. SPECIFIC STANDARDS

3.1.2.1. The PIPELINE design shall provide for mainline block valves (intended to control spills); and additional valves located with the best judgment regarding wildlife habitat, fish habitat and potentially hazardous areas, or as may be designated by the COMMISSIONER OR HIS DESIGNEE during the DESIGN CRITERIA reviews to accommodate potentially hazardous areas, other facilities and environmental values.

3.1.2.2. The PIPELINE Design in environmentally sensitive areas designated by the COMMISSIONER OR HIS DESIGNEE must provide for minimum maintenance needs to reduce reentry requirements.

3.1.2.3. All practicable means shall be utilized to minimize injury to the ground organic layer.

3.1.2.4. Welder qualification tests shall be by destructive means, in accordance with Section 3 of API 1104, except that operators of automatic welding equipment may be qualified by radiography. Welder qualification tests for station piping facilities may alternately be in accordance with ASME Boiler and Pressure Vessel Code, Section 9.

3.1.2.5. All construction, operation, maintenance and termination activities in connection with the PIPELINE SYSTEM shall be conducted so as to avoid surface modifications and shall be planned and executed in such a way that any resulting alteration of permafrost will not jeopardize PIPELINE integrity and the surrounding environment.

3.1.2.6. A monitoring program shall be developed by the Company as part of the surveillance and maintenance plan required by Stipulation 1.10 which must identify any PIPELINE movement, that may affect PIPELINE integrity, resulting from frost heave or

settlement forces. This program, including baseline data, shall be finalized and operational prior to transmission of OIL through the PIPELINE.

3.1.3. STANDARDS FOR ROADS

3.1.3.1. The Company shall submit a layout of each proposed construction/maintenance/access pad for approval by the COMMISSIONER OR HIS DESIGNEE in accordance with Stipulation 1.7.

3.1.3.2. ROADS shall be constructed to standards suitable for safe operations of equipment at the travel speeds proposed by the Company in accordance with Stipulation 3.1.3.3.

3.1.3.3. Design, materials and construction practices employed for construction/maintenance/access pads shall be in accordance with safe and proven engineering practice. Construction/maintenance/access pads intended for permanent use shall be constructed in accordance with the principles of construction for secondary ROADS for the arctic environments. Existing ROADS approved for use by the Company that do not meet these standards need not be upgraded, subject to approval of the COMMISSIONER OR HIS DESIGNEE, provided that the basic access requirements imposed by Stipulation 1.18 are satisfied.

3.1.3.4. The maximum allowable grade is 12 percent unless otherwise approved in writing by the COMMISSIONER OR HIS DESIGNEE.

3.2. WORK PAD

3.2.1. WORK PAD DESIGN

3.2.1.1. The work pad must consist of 3 feet of gravel if satisfactory construction can be achieved.

3.2.1.1.1. If a 3-foot thick work pad cannot be properly constructed, alternate design plans must be submitted for review and approval by the COMMISSIONER OR HIS DESIGNEE.

3.2.1.1.2. The work pad maintenance plan for construction and operation of the PIPELINE must be developed for approval by the COMMISSIONER OR HIS DESIGNEE.

3.2.2. WORK PAD CONSTRUCTION

3.2.2.1. A construction plan must be presented for the COMMISSIONER OR HIS DESIGNEE 's approval prior to either the gravel work pad or snow/ice pad construction.

3.3. STREAM AND FLOOD PLAIN CROSSING

3.3.1. GENERAL

3.3.1.1. The PIPELINE SYSTEM shall be designed so as to both minimize the number of stream and wetland crossings and to include, but not be limited to, consideration of aufeis development, erosion and sedimentation, restriction of natural meander, or alteration of the physical or chemical nature of the water body.

3.3.1.2. The PIPELINE SYSTEM shall be designed to withstand or accommodate the effects (including runoff, stream and flood plain erosion, meander cut-offs, lateral migration, ice jams, and icings) of those meteorologic and hydrologic (including surface and subsurface)) conditions considered characteristic for each hydrologic region. For stream crossings and portions of the PIPELINE within the floodplain, the following standards shall apply to such PIPELINE design:

3.3.1.2.1. The design flood must be based on the HEC-2 Water Surface Profile Computer Program (723-X6-L202A), Corps of Engineers, unless otherwise approved by the COMMISSIONER OR HIS DESIGNEE;

3.3.1.2.2. For overhead crossings, analysis shall be made to ensure that support structures are adequately protected from the effects of scour, channel migration, undercutting, ice forces and degradation of permafrost and other external and internal loads;

3.3.1.2.3. To avoid channelization along the pipe, appropriate design and construction procedures will be included in the plans required in Stipulation 1.6.1 and shall be used wherever there is potential for such channelization.

3.3.1.2.4. Methods of constructing stream crossings shall be approved in writing by the COMMISSIONER OR HIS DESIGNEE prior to initiation of field activities.

3.3.1.3. Low water crossings (fords across streams or rivers where any mobile ground equipment is moved on the streambed) must be designed, constructed, maintained, and restored to standards approved in writing by the COMMISSIONER OR HIS DESIGNEE.

3.3.2. CULVERTS AND BRIDGES

3.3.2.1. Culverts and bridges necessary for maintenance of the PIPELINE shall be designed at a minimum to accommodate a (fifty) 50 year flood in accordance with criteria established by the American Association of STATE Highway Officials and the Federal Highway Administration and endorsed by the STATE of Alaska Department of Transportation.

3.3.2.2. Culverts necessary for construction or operation of the PIPELINE SYSTEM shall be installed a minimum of six (6) inches below the thalweg in fish streams which shall be identified by the COMMISSIONER OR HIS DESIGNEE.

3.4. PIPELINE CORROSION

3.4.1. The Company shall provide plans, as required by Stipulation 1.6, for corrosion resistant design and methods for early detection of corrosion in accordance with 49 CFR, Part 195. This shall include consideration of:

- (1) PIPELINE material to be used and information on its particular suitability for the environment involved;
- (2) details on the external pipe protection to be provided (coating, wrapping, etc.), including information variations of the coating process to cope with variations in environmental factors along the PIPELINE route;
- (3) plans for cathodic protection if necessary or when appropriate including details of impressed current sources and controls to ensure continuous maintenance of adequate protection over the entire surface of the pipe;
- (4) details of plans for monitoring cathodic protection current including spacing of current monitors;
- (5) provision for periodic intensive surveys of trouble spots, regular preventive maintenance surveys and special provisions for abnormal potential patterns, especially those resulting from other PIPELINEs or cables;
- (6) information on any precautions that may be required to prevent internal corrosion of the PIPELINE.